TUSKEGEE UNIVERSITY
ASSUMPTION OF RISK, WAIVER, AND
RELEASE FROM LIABILITY

NOTE: This form must be read and signed before I/he participant is permitted to take part in any event. By signing this agreement, the participant affirms having read and understood it.

I, ________________________________ desire to participate in Tuskegee University's (name of program/event). This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in the ____________________________ (name of program/event), including travel to any locations off the Tuskegee University campus in order to participate in activities associated with the ____________________________ (name of program/event). This document covers my participation in this program/event from __________ to __________ (dates). Should this program/event run beyond the end date stated in the previous sentence, I agree that this waiver shall also be extended until the completion of this program/event.

1. Risk Factors - I understand and acknowledge that the participation in the ____________________________ (name of program/event) involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to, permanent disability or paralysis, and possibly, death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including Tuskegee University and its agents or from the unavailability of emergency medical care.

2. Assumption of Risk - I am participating in the ____________________________ (name of program/event) of my own free will. I understand that my decision to participate in the program/event is entirely voluntary. I assume full responsibility for all risks that may arise out of, or result from my participation in the ____________________________ (name of program/event), including, but not limited to those risks described in Section 1.

3. Release, Indemnify, and Defend - I hereby release, waive, discharge, and hold harmless Tuskegee University, and all of its affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents, and representatives, past or present (hereafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the ____________________________ (name of program/event). I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or relating to my own acts or omissions in connection with my participation in the program.

4. Waiver — I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, materials or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in party, that I am releasing unknown future claims.

5. Payment for Damages — I agree to pay for any and all damages to any property or Release Party caused by me negligently, willfully or otherwise.

6. Representatives - I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

7. Consent for Emergency Treatment I consent to medical treatment for emergencies that occur during, or are related to my participation in the (name of program/event) where I am unable to
consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability applies to any treatment that might be provided to me under this Section.

8. **Insurance** — I understand that I may be solely responsible for any medical, health, or personal injury costs relating to my participation in the ________________________ (name of program/event).

9. **Jurisdiction** - This Assumption or Risk, Waiver, and Release from Liability shall be governed by all respects by the laws of the State of Alabama.

10. **Severability** — If any term or provision of the Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid, or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid, or unenforceable under present or future laws effective during the term hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of the Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause, or provision other than to those as by which is held illegal, invalid, or enforceable, shall not be affected thereby, and each term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid, and enforceable to the fullest extent permitted by law.

I have read and fully understood this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily this ______ day of __________________________, 20_____.

______________________________
PRINTED NAME

______________________________
SIGNATURE

Consent and Release on Behalf of Minor (under 18 years of age) by Parent/Legal Guardian

I am the parent or legal guardian of the above named minor. I have read and understood this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and me. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation in the activity of the minor and I do so freely and voluntarily this ______ day of __________________________, 20_____.

______________________________
PRINTED NAME

______________________________
SIGNATURE